## UNITED STATES BANKRUPTCY COURT DISTRICT OF OREGON

In re		Case No Amended  NOTICE OF PRE-CONFIRMATION		
Debtor(s)		AMENDMENT OF PLAN AND CONFIRMATION HEARING		
evidentiary st the Access C	tatus before completing t Code box for the hearing	lendar clerk to obtain the hearing date, time and this notice. If a telephone hearing is scheduled, mark judge. Per LBR 3015-2(b), an amended plan may e the next scheduled confirmation hearing.		
The propone	nt, by and through the u	ndersigned, certifies that:		
1. An amen	ded plan is attached to th	nis notice.		
2. A confirm	ation hearing on the am	ended plan, at which testimony [check one]		
will no	t be received,			
will be	received if offered and	admissible,		
will be he	ld:			
Date:	Time	<b>:</b>		
Location:	Courtroom #,			
Telephone Hearing [See <u>Local Bankruptcy Form (LBF) 888</u> , Telep Hearing Requirements.]				
	Call In Number: (8	88) 684-8852		
Access Code:		5870400 for Judge David W. Hercher (dwh)		
		1238244 for Judge Peter C. McKittrick (pcm)		
		4950985 for Judge Teresa H. Pearson (thp)		
		3388495 for Judge Thomas M. Renn (tmr)		
	Video Hearing To con	nect see www.orb.uscourts.gov/video_bearings		

1355.05 (10/4/2021)

3.	•	ry of the amendments has been served on the trustee along with and any modified budget or other pertinent information.
4.	amended plan des required in paragra	nis notice, LBF 888 if a telephone hearing will be held, and the cribed above were served on the trustee (with the attachments aph 3) and all creditors. A list of the names, addresses, and e on all parties served using paper is attached.
Da	nte:	
		Signature, Relation to Proponent, and Contact Phone #
		Debtor's Address and Taxpayer ID#(s) (last 4 digits)

NOTICE IS GIVEN THAT any creditor who has any objection to any provision of the amended plan must file the objection with the court at least 7 days before the confirmation hearing. Filing a proof of claim or a motion for relief from the automatic stay will not be considered an objection to confirmation.

CLERK, U.S. BANKRUPTCY COURT

## UNITED STATES BANKRUPTCY COURT DISTRICT OF OREGON

	DIGITATO	TOREGOIN	
In re		Case No. 23-31046-dwh13	
	uglas McKay a Patricia McKay		
		First Pre-Con Amended CHAPTER 13 PLAN DATED	June 30, 2023
Debtor	r(s)		
the teri	E: Your rights may be affected: all parties ms of a confirmed plan. Creditors' claims as obligations and duties on the debtor a lly and discuss them with your attorney. It one.	may be modified or eliminand other parties. You shoul	ated. The plan Id read these papers
an obje accept Objection otherwing amendo paragra	expose the plan treatment of your claim or arection. Failure of a creditor to file a written ance of the plan, and the bankruptcy cours must be filed within 14 days after the course ordered by the court; for an amended plament. If there are any additional plan provision aphs 1–14, they must be in paragraphs 15+  Motions. This plan includes the following it	objection to this plan will out may confirm the plan with inclusion of the meeting of creatin, the deadline is in the attactions or provisions that alter the below.	constitute hout further notice. editors, unless hed notice of e language of
Inclu		ems (and does not include ite	ins not selected).
<b>V</b>	<b>Motion to Value Collateral:</b> A limit on the 4(b)(1) and (2), which may result in a partial creditor.		
	<b>Motion for Relief:</b> Termination of the autoset out in paragraph 4(b)(4), or property su paragraph 5.		
	<b>Motion to Avoid Liens:</b> Avoidance of a judge security interest, set out in paragraph 6.		
	Nonstandard Provisions: Nonstandard pro	ovisions, set out starting in pa	ragraph 15.
month allowe contir to cre month	licable Commitment Period. The applicable instance. Debtor must make plan payments for the ed claims with appropriate interest. If that period for a longer period, not to exceed 60 more ditors. The approximate length of the plan is instance in as follows:  Pay secured debt  ments to the Trustee. Debtor must pay to the	t period unless debtor first particle to the period is 36 months, the plan particle to the period is 36 months, as necessary to comple to 58 months; cause to external to the period is 58 months; cause to external to the period is 58 months; cause to external to the period is 58 months; cause to external to the period is 58 months; cause to external to the period is 50 months; cause to external to the period is 50 months; cause to external to the period is 50 months; cause to external to the period is 50 months; cause to external to the period is 50 months.	ays 100% of all ayments may te required payments
٠. <b>. مهر</b>	include the fraction booton much pay to the		

(a) a monthly payment of \$\_1,120.00 X 12, \$1,700 X 12, \$2,950 thereafter ;

(b) all non-exempt proceeds from avoided transfers, including those from transfers avoided by the trustee;
(c) with respect to the following tax years
(d) a lump sum payment of \$_0.00_ on or before (date); and
(e) None.

- 4. **Trustee Disbursements and Treatment of Claims.** The trustee must commence prepetition disbursements required by paragraph 4(b)(3); upon confirmation of this plan, the trustee must commence disbursements in accordance with this plan. The trustee must not make any disbursement under this paragraph except on account of an allowed claim or allowed administrative expense. Should the trustee not have sufficient funds in trust to pay fully the disbursements listed below, disbursements of available funds must be made pro rata. The trustee must disburse all funds in the following amounts and order:
  - (a) Trustee's Fee and Expenses. First, to the trustee's percentage fee and expenses.
  - (b) **Treatment of Secured Claims.** Second, to secured creditors as provided in (1) and (2) below. The terms of debtor's prepetition agreement with each secured creditor will continue to apply, except as otherwise provided in this plan or in the confirmation order.

The value of collateral for secured claims is fixed at the values stated in (1) and (2) only if there is a check in the box "Includes" in paragraph 1 for "Motion to Value Collateral" and the plan is served on the secured creditor as required under FRBP 7004 or the allowed amount of the secured claim is fixed by consent of the secured creditor. Secured creditors' liens shall be treated in accordance with §1325(a)(5)(B)(i) and must be released when retention ends under that section.

(1) **Cure of Default and Claim Modification.** Debtor must cure the default and maintain the contractual installment payments (as provided in paragraph 7) on a secured claim listed below in the "Estimated Arrearage if Curing" column. The amount listed in that column is an estimate; the creditor's allowed claim will control. A claim listed in the "Collateral Value if Not Paying in Full" column is an allowed secured claim only to the extent of the value listed, and pursuant to § 506(a), debtor MOVES the court for an order fixing the value of the collateral in the listed amount.

The value of the creditor's interest in the collateral is limited to the amount listed below, and that amount will be paid under the plan with postconfirmation interest at the rate stated below. The holder of a claim listed in the "Estimated Secured Claim if Paying in Full" column will receive the total amount of the claim as set forth in the creditor's proof of claim.

For all creditors provided for under this subparagraph (1), if the creditor's claim will not be paid in full, the portion of the creditor's claim that exceeds the amount of the allowed secured claim

will be treated as an unsecured claim under paragraph 4(f) (if the claim identifies the priority position of the claim) and 4(g) below

Creditor	Collateral	Estimated Arrearage if Curing	Collateral Value if Not Paying in Full	Estimated Secured Claim if Paying in Full	Interest Rate	Monthly Plan Payment
Carrington Mortgage	3073 SE 24th Terrace Gresham, OR 97080	22,279.00			0.00%	all available funds after attorney fees
Prestige Financial Services, Inc.	2018 Volkswagen Tiguan			29,000.00	16.00%	\$705.00 X 14, \$940 X 12, \$1,500 thereafter
Global Lending	2015 Chevrolet Silverado 2500			22,150.00	8.00%	\$300.00 X 14, \$500 thereafter
		Use only one	e of these colu creditor	mns for each		

(2) Secured Claim Modification Not Expressly Authorized by the Code. Treatment of secured claims under this subparagraph (2) may include modification of a claim secured by a purchase-money security interest in either (a) a motor vehicle acquired for personal use by the debtor within 910 days before the petition date or (b) any other personal property collateral acquired within 1 year before the petition date. A secured claim treated in this subparagraph is limited to the amount listed in the "Amount of Claim as Modified (Value of Collateral)" column. Debtor MOVES the court for an order fixing the value of the collateral in the amount listed below. Debtor proposes that the creditors listed accept, either expressly or impliedly, the following treatment, which might not be able to be approved absent consent of creditor. Failure of a creditor to file a written objection to confirmation of this plan before confirmation will constitute acceptance of the plan.

			Postconfirmati	B. A. (1.1.
		as Modified (Value	on Interest	Monthly
Creditor	Collateral	of Collateral)	Rate	Payment
None				

(3) Adequate Protection. Payments must be disbursed by the trustee before confirmation, as adequate protection, from funds on hand with the trustee in the payment amounts specified in the plan for personal-property-secured creditors. Payments by the trustee before confirmation will be deducted from the amount of the allowed secured claim. Unless the concerned creditor is fully secured or over secured under § 506 or § 1325(a)(9), no interest will accrue or may be paid from the petition date to the confirmation date unless otherwise specifically provided for in the payment provisions set forth above.

(4) <b>Surrender of Collateral.</b> Debtor must surrender any collateral not addressed by the terms of this plan no later than the confirmation date to the following (state creditor name followed by description of collateral to be surrendered, and if debtor does not have possession of the collateral, so state): <b>Santander - Kia Sorento</b>
With respect to the claims secured by the collateral listed in this subparagraph (4), debtor moves that the stay of § 362(a) be terminated as to the collateral only and that the stay of § 1301 be terminated.
(c) <b>Debtor's attorney compensation and expense reimbursement.</b> [If this plan is filed as a postconfirmation amendment of plan, leave this part 4.(c) entirely blank; any postconfirmation compensation and expense reimbursement will be addressed by application under LBF 1307] Third, to debtor's attorney fees of \$_5,500.00_ and expenses of \$_575.00_, of which \$_513.00_ has been paid as of the date the attorney's Chapter 13 Debtor's Attorney's Compensation Disclosure and Application on LBF 1305 was filed, leaving \$_5,562.00_ unpaid.
The attorney [check one]   may   may not apply for supplemental compensation and expense reimbursement.
Debtor moves for modification of the automatic stay of § 362(a) to permit the attorney to offset the amount allowed to the attorney, to the extent it accrued before the petition date, against the amount that had been paid before the petition date.
Attorney will be paid as follows [check only one]:
✓ All allowed attorney fees and expenses, including supplemental compensation, will be paid from all available funds after the trustee makes any disbursements under paragraph 4(a) and any fixed monthly payments in paragraph 4(b).
☐ Other:
(d) <b>Domestic Support.</b> Fourth, to allowed unsecured domestic support obligations under § 507(a)(1), and these claims must be paid in full.
(e) <b>Administrative Expenses.</b> Fifth, to allowed administrative expenses under §507(a)(2), and these claims must be paid in full.
(f) <b>Priority Claims.</b> Sixth, to allowed priority claims in the order stated in § 507(a)(3)-(10), and these claims must be paid in full.
(g) <b>Unsecured Claims.</b> Seventh, to allowed nonpriority unsecured claims, the amounts required by § 1325(b)(1). [check only one].
(1) Creditors will receive approximately
☐ (2) Creditors will receive full payment of their claims

- (h) **Best Interest of Creditors.** The "best interest of creditors" number is \$38,254.00, and not less than that amount must be distributed to unsecured priority and nonpriority creditors. The amount of allowed priority claims will reduce the amount distributed to allowed unsecured nonpriority creditors.
- (i) **Unsecured Claim Interest.** All allowed unsecured claims will receive interest of <u>0.00</u>% from the time of confirmation.
- (j) **Untimely Claims Disallowed.** Subject to the provisions of § 502(b)(9), untimely claims, other than those secured claims for which the treatment is specified in paragraph 4(b) above, are disallowed without the need for objection.
- 5. **Executory Contracts and Leases.** The debtor ASSUMES the following executory contracts and leases:

Creditor	Amount of Default (State if None)	Cure Provisions	
-NONE-	,		

Executory contracts or leases not specifically listed above are rejected. Any allowed claim arising from rejection will be treated under paragraph 4(g). Debtor will pay all assumed executory contracts and leases directly, including amounts required to cure. Debtor must surrender any property covered by rejected executory contracts or leases to the affected creditor no later than confirmation. Debtor MOVES that the stay of § 362(a) be terminated as to all property covered by rejected executory contracts and leases and that the stay of § 1301 be terminated.

6. **Section 522 Lien Avoidance.** Debtor MOVES, pursuant to § 522(f)(1), to avoid the judicial liens or nonpurchase-money security interests of the following creditors because they impair an exemption of the debtor: n/a

The order of confirmation will avoid the liens listed above, and claims of the lienholders will be treated in paragraph 4(g).

7. **Direct Payments.** Debtor must pay directly to each of the following creditors the regular payment that comes due after the petition date (state creditor name followed by collateral description):

Carrington Mortgage - 3073 SE 24th Terrace Gresham, OR 97080

- 8. **Use of Credit.** Debtor may not obtain credit or incur debt obligations during the life of the plan and out of the ordinary course of operating debtor's business unless the trustee gives written consent, the obtaining of the credit or incurring of the debt is made necessary by emergency, or debtor gives notice to all creditors and the trustee and an opportunity for hearing as if the credit or debt were to be incurred by the trustee
- 9. Debtor Reporting Requirements. Unless waived by the trustee in writing, debtor must report immediately, upon receipt of notice of the change, to the trustee if actual or projected gross annual income exceeds by more than 10% the gross income projected by debtor in the most recently filed Schedule I. Unless listed in the schedules, debtor must report immediately to the trustee any right of debtor to a distribution or right to distribution of funds or other property, including bonuses and inheritances, worth more than \$2,500.

- 10. **Postpetition Tax Reporting.** For tax years listed in paragraph 3(c), debtor must timely file all required tax returns and provide copies to the trustee each year immediately upon filing with the taxing authority.
- 11. **Vesting of Estate Property; Limitations on Postconfirmation Property Use.** Scheduled property of the estate will vest in debtor upon confirmation, subject to the terms of this paragraph. Except for regular monthly income, any right of debtor to a distribution of funds or other property exceeding a value of \$2,500 must be held by debtor and not used without the trustee's permission or a court order. Debtor must not buy, sell, use, lease (other than a lease of real property in which the debtor will reside), encumber, or otherwise dispose of any interest in: (a) real property; or (b) personal property worth more than \$10,000 out of the ordinary course of business without notice (given per FRBP 2002 as if the interest were property of the estate) to all creditors and the trustee, with an opportunity for hearing, unless the property is acquired through the use of credit with the trustee's written consent.
- 12. **Treatment of Trustee Funds on Hand Upon Dismissal or Conversion.** If this case is converted to chapter 7 and the chapter 13 trustee has more than \$2,500 at the time of conversion, the chapter 13 trustee must forward all funds to debtor, in care of debtor's attorney, if any, 10 days after the first scheduled § 341(a) meeting in the chapter 7 case unless the chapter 7 trustee files and serves a written objection pursuant to § 348(f)(2). If the funds in the chapter 13 trustee's possession at conversion are \$2,500 or less, or if this case is dismissed, the chapter 13 trustee must forward all funds to debtor in care of debtor's attorney, if any. This paragraph does not determine the rights of the parties to these funds.
- 13. **Reservation of Rights and Powers.** Except as expressly set forth in this plan or the confirmation order, neither this plan nor the confirmation order affects any right or power of debtor or the trustee, including debtor's rights under § 1302 and rights of the trustee or any trustee's assignee under 11 U.S.C. chapter 5.
- 14. **Additional Nonstandard Provisions.** Any nonstandard provisions are set forth below or on attachments; each provision is numbered, beginning with 15. Debtor and, if applicable, debtor's counsel certify that the plan contains no nonstandard provision other than those set out consistent with this paragraph. Nonstandard provisions set out elsewhere in this plan are ineffective; nonstandard provisions will be effective only if there is a check in the box "Includes" in paragraph 1.

/s/ Mark Douglas McKay	June 30, 2023	/s/ Rebecca Patricia McKay	June 30, 2023
Debtor	Date	Debtor	Date

CERTIFICATE OF SERVICE on Creditors/Parties Treated in Paragraphs 4(b)(1) (under the "Collateral Value if Not Paying in Full" column), 4(b)(2) (under the "Amount of Claim as Modified" column), and 6 (see FRBP 3012, 4003(d), and 9014). I certify that copies of this plan and the notice of hearing to confirm this plan were served as follows:

a) For <u>creditors/parties who are not Insured Depository Institutions (served by court)</u> (see FRBP 7004(b)), I either listed the creditors/parties in the mailing list filed with the court exactly as follows, OR, on 08/24/2023, I served the above-documents by first-class mail to the creditors/parties at the

1300.22 (12/1/2022)

names and addresses exactly as follows (list each creditor/party, the person or entity the creditor/party was served through, and the address):

Global Lending c/o Steve Thibodeau, CEO 1200 Brookfield Blvd, Suite 300 Greenville, SC 29607

Prestige Financial Services, Inc. c/o Robert Avery, CEO 351 W Opportunity Way Draper, UT 84020-1399

Carrington Mortgage. c/o Carrington Holding Company LLC c/o Bruce Rose, CEO 1600 Douglass Rd. #200A Anaheim, CA 92806

Santander Consumer USA, Inc. c/o Thomas G. Dundon, Pres. 1601 Elm St, Ste 800 Dallas, TX 75201-7260

b) For <u>Insured Depository Institutions</u> (see FRBP 7004(h)), on n/a, I served the above-documents by certified mail, or by other authorized means (specify), at the name and address exactly as follows (list each insured depository institution, the person or entity the institution was served through, and the address):

None.

/s/ Rex K. Daines

Rex K. Daines #95244

Debtor or Debtor's Attorney

## **CERTIFICATE OF SERVICE**

I certify that on 08/24/2023, I served the preceding Notice of Pre-Confirmation Amendment of Plan on the persons listed below,

Electronically via ECF:

Wayne Godare, Chapter 13 Trustee US Trustee, Portland

By depositing a true copy thereof in the United States mail in Salem, Oregon, enclosed in a sealed envelope, with postage paid, on the following:

Mark & Rebecca McKay 3073 SE 24th Ter Gresham, OR 97080

Prestige Financial Services, Inc. c/o Scott J Mitchell Monson Law Office PC 1865 NW 169<sup>th</sup> Place, #208 Beaverton, OR 97006

Santander Consumer USA Inc c/o Lance E Olsen 108 First Avenue South, Suite 300 Seattle, WA 98104

Wilmington Savings Fund Society, FSB As Trustee of Stanwich Mortgage Loan Trust I c/o Jesse A Baker Aldridge Pite LLP 8880 Rio San Diego Dr, Ste 725 San Diego, CA 92108

Continued on the following page.

Dated: 8/24/2023

By: /s/ Jennifer Ahlstrom Jennifer Ahlstrom

> OlsenDaines PO Box 12829 Salem, OR 97309-0829 Telephone (503) 540-6100 Facsimile (503) 362-1375

Case 23-31046-dwh13

Ashworth College 430 Technology Parkway Norcross, GA 30092-3406

Cashco Financial Services. c/o Michael E. Rosenberg, President 10220 SW Nimbus Avenue, Suite K2 Portland, OR 97223-4342

Dr Han Tran 12000 SE 82nd Ave Ste 2012 Happy Valley, OR 97086-7721

Frontier Derm Partners 1793 13st St SE Salem, OR 97302-2541

Glownar Salon Equipment 11850 W State Road 84 Ste 1A Fort Lauderdale, FL 33325-3806

Legacy GoHealth Urgent Care 3505 N Williams Ave Portland, OR 97227-1437

Les Schwab Tire Centers Corporate c/o Jack Cuniff, CEO c/o Corey J. Parks, Reg Agent 20900 Cooley Road Bend, OR 97701-3406

Multnomah County Circuit Court PO Box 114 Portland, OR 97207-0114

Northwest Acute Care Specialists 101 SW Main St. Suite 940 Portland, OR 97204-3216 Carrington Mortgage. c/o Carrington Holding Company LLC c/o Bruce Rose, CEO 1600 Douglass Rd. #200A Anaheim, CA 92806-5948

Comcast. c/o President David Watson One Comcast Center Philadelphia, PA 19103-2899

Dr. Lee, DMD Gresham Pediatric Dentistry 831 NW Council Drive Ste 210 Gresham, OR 97030-3724

Gentle Dental. 9800 S La Cienega Blvd STE 800 Inglewood, CA 90301-4442

Gresham Animal Hospital 520 NW Division Gresham, OR 97030-5528

Legacy Health PO Box 5923 Portland, OR 97228-5923

Lifespan Psychiatric Consulting 955 NE 3rd St Gresham, OR 97030-7418

NAVY FEDERAL CREDIT UNION P O BOX 3000 MERRIFIELD, VA 22119-3000

Northwest Fertility Center 1750 S Harbor Way #200 Portland, OR 97201-5133 (p) ASSET RECOVERY GROUP INC PO BOX 14949 PORTLAND OR 97293-0949

Cascade Pathology Corp 1225 NE 2nd Ave Portland, OR 97232-2003

Comenity Capital Bank. c/o Ronald J. Ostler, Pres. 1 Righter Pkwy, Ste 100 Wilmington, DE 19803-1533

Eastside Foot and Ankle 1827 NE 44th Ave Ste 100 Portland, OR 97213-1443

(p)GLOBAL LENDING SERVICES LLC 1200 BROOKFIELD BLVD STE 300 GREENVILLE SC 29607-6583

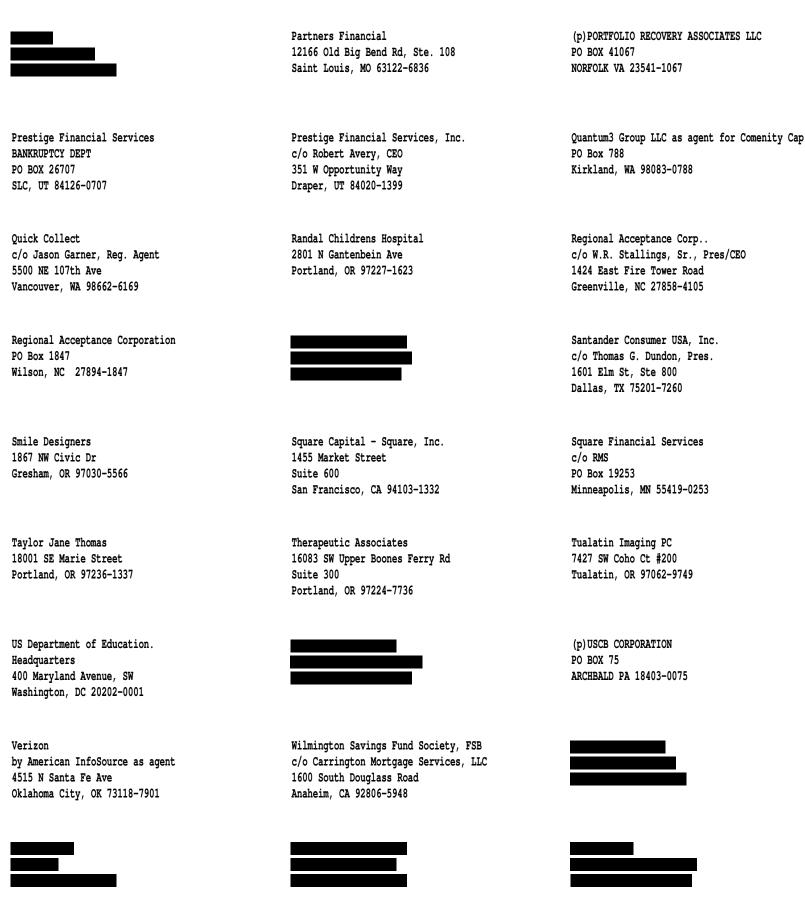
IRS Centralized Insolvency Oper. PO Box 7346 Philadelphia, PA 19101-7346

Legacy Laboratory Services PO Box 2829 Portland, OR 97208-2829

M Leonard & Associates PO Box 2339 Van Nuys, CA 91404-2339

Net Credit 175 W. Jackson Blvd, Ste 1000 Chicago, IL 60604-2863

ODR Attn: Bankruptcy Unit 955 Center St NE Salem, OR 97301-2553



Global Lending
c/o Steve Thibodeau, CEO
1200 Brookfield Blvd, Suite 300
Greenville, SC 29607

Portfolio Recovery Associates
dba PRA Group
c/o Kevin Stevenson, Pres/CEO
150 Corporate Blvd.
Norfolk, VA 23502

